

LAW OFFICE OF DOMINIC RIZZI P.L.L.C.

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Attorney for Abraham Keech

IN THE UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

United States of America,

Plaintiff,

vs.

Abraham Chol Keech,

Defendant.

No. CR-24-00394-PHX-SPL-1

**MOTION TO WITHDRAW AS
COUNSEL (DOCKET NUMBER
160)**

Attorneys Dominic Rizzi and Richard Bock, counsel of record for Defendant Abraham Keech (currently in custody at CCA Florence, 1155 N Pinal Pkwy Ave, Florence, AZ 85132; [\(520\) 868-3668](tel:5208683668)), respectfully move this Court for leave to withdraw as counsel pursuant to Rule 83.3(b) of the Local Rules of Civil Procedure for the District of Arizona, and Rule 1.16(b) of the American Bar Association's Model Rules of Professional Conduct. In support thereof, the attorneys state as follows:

FACTS:

Mr. Bock and Mr. Rizzi are defense attorneys whose practices are located in Tucson, Arizona (Pima County).

1 On June 25, 2024, Mr. Keech's family member (cousin) hired attorneys Richard
2 Bock and Dominic Rizzi at Mr. Keech's request for pretrial representation under the
3 instant case. As part of that fee agreement, the parties agreed that Mr. Keech would owe
4 an additional fee should he request continued representation at a trial. Additionally,
5 because Mr. Bock and Mr. Rizzi would incur lodging expenses to stay in Maricopa
6 County during the trial, the parties agreed that Mr. Keech would also be responsible for
7 any lodging expenses should the matter proceed to trial. Mr. Keech agreed to all the
8 written terms of the fee agreement his cousin signed.

9 Trial is currently scheduled to begin on September 23, 2025. Trial is anticipated to
10 last approximately five (5) weeks in Maricopa County.

11 As of the filing of this motion, Mr. Keech has not satisfied any of the attorney's
12 fees required for continued representation at trial. Moreover, Mr. Keech has not
13 contributed to the attorneys' trust accounts any lodging expenses for the attorneys to stay
14 in Maricopa County for trial. The attorneys have repeatedly given Mr. Keech and his
15 family advanced notice that the attorneys would be withdrawing unless these contractual
16 obligations were fulfilled. Specifically, in early 2025, the attorneys told Mr. Keech and
17 his family that the attorneys fees for trial and lodging expenses would be due in May of
18 2025. In April of 2025, when it appeared that Mr. Keech would not satisfy his contractual
19 obligations by May, the attorneys gave Mr. Keech and his family a later due date of July
20 30, 2025 to satisfy the attorneys fees and lodging expenses. As part of that warning, the
21 attorneys informed Mr. Keech and his family that the attorneys would have to withdraw
22

1 as an undue financial hardship should they not satisfy the fee and lodging expenses by
2 July 30, 2025.

3 Mr. Keech failed to satisfy the attorney's fees for trial representation and failed to
4 contribute lodging expenses to the attorney's trust account on July 30th. Despite the
5 failure to satisfy these contractual obligations, the attorneys agreed to extend the due date
6 for Mr. Keech's financial obligations to August 23, 2025, one month before the start of
7 trial. In speaking to Mr. Keech and his family members the week of August 15th – August
8 21st, it was made clear to the attorneys that Mr. Keech will not satisfy any of his
9 contractual obligations prior to trial.

10 **ETHICAL RULES:**

11 According to the American Bar Association's Model Rules of Professional
12 Conduct Rule 1.16(b)(5)&(6) (adopted in Arizona as ER 1.16(b)(5) and (6)), "Except as
13 stated in paragraph (c), a lawyer may withdraw from representing a client if: ... (5) the
14 client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's
15 services and has been given reasonable warning that the lawyer will withdraw unless the
16 obligation is fulfilled; (6) the representation will result in an unreasonable financial
17 burden on the lawyer or has been rendered unreasonably difficult by the client..."

18 In the instant case, the attorneys have given Mr. Keech and his family notice of the
19 requirement to satisfy additional attorney's fees and lodging expenses for trial dating
20 back to the outset of the professional representation. Moreover, the attorneys have given
21 Mr. Keech and his family continuous reminders that the financial obligations would be
22 due the summer prior to trial. Specifically, in early 2025, the attorneys requested that Mr.

1 Keech satisfy the financial obligations by May of 2025. Then the attorneys agreed to
2 extend that due date to July 30, 2025. When Mr. Keech failed to satisfy the attorney's
3 fees and lodging expenses in July, the attorneys agreed to extend the due date of the
4 financial obligations to August 23, 2025, one month before trial. With each warning, the
5 attorneys informed Mr. Keech and his family that they would need to withdraw should
6 Mr. Keech fail to satisfy these financial obligations due to the undue financial hardship
7 the attorneys would face if required to stay in Maricopa County for five (5) weeks during
8 trial.

9 Considering the heavy financial burden the attorneys will incur if required to
10 proceed to trial without attorney's fees and lodging expenses, undersigned counsel cannot
11 afford to continue representing Mr. Keech. Specifically, it is estimated that the attorneys
12 will incur approximately \$15,000.00 in lodging expenses for the five (5) weeks required
13 to stay in Maricopa County. This rough figure is calculated by considering approximately
14 \$200.00 per day in hotel costs per attorney, and \$100.00 per day in food expenses per
15 attorney for five days a week, for five weeks. During the five-week trial period, Mr.
16 Bock's and Mr. Rizzi's practices will also be severely limited to only seeing new clients
17 on Mondays (given the trial calendar). As a result, this will have a significant impact on
18 the attorneys' ability to generate new income and /or meet their monthly office expenses.
19 As a result, no attorney's fees, limited new business, and an estimated \$15,000.00 in
20 expenses out of the attorneys' own pockets would serve as an unreasonable financial
21 burden that, if incurred, will result in serious financial hardship for both attorneys.
22

Undersigned counsel submits that they have complied with Model Rule of Professional Conduct Rule 1.16(b)(5) by giving Mr. Keech and his family continuous, adequate, and reasonable warnings that the attorneys would have a need to withdraw should Mr. Keech fail to satisfy the agreed upon financial obligations. Despite all these warnings, the client has failed to fulfill the necessary obligations regarding the attorneys' services. Similarly, undersigned counsel submits that they have established an unreasonable financial burden if forced to continue representing Mr. Keech. Withdrawal is also consistent with LRCiv 83.2(e), which proscribes that the Rules of Professional Conduct shall apply to attorneys admitted or otherwise authorized to practice before the United States District Court of Arizona.

CONSLUSION:

For the foregoing reasons, undersigned counsel, Dominic Rizzi and Richard Bock, respectfully request that this Court approve a withdrawal. Secondly, undersigned counsel respectfully request that the Court appoint the Office of the Federal Public Defender to represent Defendant going forward.

Undersigned counsel respectfully requests to be heard on this motion during the August 25, 2025 Status Cnference.

Respectfully submitted this 21st day of August, 2025.

LAW OFFICE OF RICHARD BOCK

LAW OFFICE OF DOMINIC RIZZI

By: /s/ Richard Bock
Richard Bock
Attorney for Defendant Keech

By: /s/ Dominic Rizzi
Dominic James Rizzi
Attorney for Defendant Keech

1 I hereby certify that on the 21st day of August 2025,
2 I electronically transmitted the attached
3 document to the Clerk's Office using the
4 CM/ECF System for filing and transmittal
5 of a Notice of Electronic Filing to the
6 following CM/ECF registrants:

7 The Honorable Steven P. Logan
8 United States District Judge

9 Amy Chang
10 United States Attorney's Office

11 M. Bridget Minder
12 United States Attorney's Office

13 Raymond Woo
14 United States Attorney's Office

15 Kurt M. Altman
16 Attorney for Peter Ajak

17 Daniel Koffmann
18 Attorney for Nonparty John Doe

19 By: /s/ Dominic Rizzi

20 By: /s/ Richard Bock

CERTIFICATE OF COMPLIANCE

Pursuant to LRCiv 83.3(b)(2), I certify that attorneys Richard Bock and Dominic Rizzi will provide Mr. Keech a copy of this motion on August 24, 2025 along with a written notice containing the status of the case, including the dates and times of any court hearings and trial settings, and pending court orders and the possibility of any sanctions.

LAW OFFICE OF RICHARD BOCK
RIZZI

LAW OFFICE OF DOMINIC

By: /s/ **Richard Bock**
Richard Bock
Attorney for Appellant

By: /s/ **Dominic Rizz**
Dominic James Rizzi
Attorney for Appellant